

# Terms of Use

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Last Modified: October 13, 2020

The following Terms of Use, along with our Privacy Policy, govern all use of [www.myvrealty.com](http://www.myvrealty.com) (the “Website”) and all content made available through the Website. The Website is offered to you subject to your acceptance of these Terms of Use, as well as our Privacy Policy which is included herein by reference (collectively the “Terms” or “Agreement”). Please read this Agreement before accessing the Website. BY ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PROVISIONS OUTLINED IN THIS AGREEMENT, PLEASE DO NOT ACCESS THE WEBSITE.

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## 1. Parties to the Agreement

This Agreement is between you (the “user,” “you” or “your”) and Affcool Ltd (the “Company,” “we,” “us,” or “our”). The Company is operating in accordance with the laws of Malta from its primary place of business at Office 9, Triq In-Naxxar, San Gwann SGN 9030, Malta.

## 2. Eligibility and Legal Capacity

The Website is not intended for use by persons under the age of 13. If you are under the age of 13, please do not use our Website or submit any personal information to us. By accessing the Website, you represent that you are at least 13 years of age or older, and you have the legal capacity to enter into this Agreement.

## 3. Content on the Website

“Content” means all information, text, images, audio, and video content on the Website including but not limited to any news, reviews, user comments, links to products, product descriptions, and advertisements regardless of whether such content is owned by the Company or third parties.

### Affiliate Links

WE PARTICIPATE IN [AMAZON SERVICES](#) LLC ASSOCIATES PROGRAM, AND WE ARE ELIGIBLE FOR COMMISSIONS ON PURCHASES.

### Product advice

Although we make our best effort to avoid recommending any products that we do not believe to be good, you understand and accept that all products showcased on our Website are manufactured and sold by third parties, and we are unable to offer you any warranties of any nature for such products. Just as with any other purchase decision, in any other environment, you are advised to exercise your own best judgement when making any financial decisions to purchase any product. You shall be solely responsible for any buying decisions you make.

## Disclaimer

The Website may contain content that some users may find offensive, or otherwise inappropriate as well as content that contains errors, outdated and inaccurate information. The Company disclaims all responsibility for any harm arising out of or associated with the use of the content made available through the website. Your decision to use the Website is solely at your own risk.

## 4. Content on third-party websites

We do not review all content posted or made available on third-party websites to which our Website links, and that link to our Website. We do not have any control over third-party websites, and we will not be responsible for any content, service or products offered by such third-party websites. When you click on any third-party website links provided on our Website, you will be redirected to such third-party's websites. We do not endorse nor make any representation about the integrity of any information, products or services offered by a third-party website.

You are advised to undertake your own independent research before entering into any transactions on any third-party websites. You acknowledge that you visit these third-party websites solely at your own risk and the Company disclaims all responsibility for any harm suffered by you from your use of any third-party website.

## 5. Donations Payment Policy

We are working hard to create new and interesting content for our users, and we truly appreciate the support of our users to continue this work. If you enjoy our live streams and would like to support the creation of the latest VR news and gameplay on the market, you can support us by making a donation of any amount through the Paypal donate button by visiting <https://myvreality.com/live-stream>.

Please note that we are not a non-profit organisation and your donation will not be tax-deductible (it will be processed like any other payment). Your donation would help us meet our goals and improve all aspects of our content. All payments processed by Paypal are governed by Paypal's own terms and conditions. To learn more about Paypal's legal policies and practices, please click [here](#).

## 6. Ownership

All content available on our Website is protected by copyright law and other international treaties. All copyright and intellectual property in the content on the Website are either owned by the Company or the copyright owners. The Company grants you a non-transferable, revocable, worldwide, non-exclusive, limited license to use the Website for the duration of this Agreement.

## 7. Commenting on the Website

We enable our users to leave comments on news articles posted on our Website using the Disqus service. Users can sign into Disqus service using their existing social network account or by creating a new account on [www.Disqus.com](http://www.Disqus.com). Please note that your Disqus account is governed by Disqus's terms of service. When you post a comment, you understand and accept that your comment will be publicly visible to all Website visitors on the page where you post the comment.

All user comments are the personal opinion of the user who posted the comment and not the opinion of the Company. We do not control any user comments, and we will not be held responsible for any user comment in any way whatsoever. Your interactions with Website users are solely between you and such other users, and you agree that we will not be held responsible for any loss, costs, or damage incurred as a result of any user interaction. We will not be responsible for any dispute resolution between users. You acknowledge that other users may respond to your comments on the Website which may be insensitive or otherwise inappropriate. We reserve the right, but not an obligation, to remove, modify, or hide any comments from the Website without giving any prior notice.

By posting a comment on the Website, you assume full responsibility for your comment, and you grant the Company an irrevocable, perpetual, royalty-free right to use, distribute, copy, edit, adapt, license, distribute, publish, or display your comment without any compensation to you, now or in the future.

## 8. Idea Submission

If you would like to submit any ideas or suggestions on how we can improve our Website or content, please contact us through our Website. By submitting your ideas or suggestions to us, you are granting us full and exclusive rights, to use, disclose and otherwise exploit the content of your ideas and suggestions as we deem fit, without any restriction or compensation to you now or ever in future.

## 9. User Conduct

You agree that you will only use the Website for lawful purposes, and you will not engage in any activity that infringes the rights or restricts other users' enjoyment of the Website. You are prohibited from posting any content on the Website that may be deemed defamatory, libellous, vulgar, obscene, indecent, harassing, hateful, flaming, threatening or contains illegal content. In short, you will not post any content that may cause distress to other users. We do not condone spam or any other form of promotional content in comments without our express written consent. Please refrain from posting any such content on the Website.

## 10. Modifications

We reserve the right to modify these Terms, at any time, and without prior notice, by posting the amended Terms on this web page. Unless expressly specified otherwise, any amendments to this Agreement shall be effective from the date we post the updated version.

It is solely your responsibility to periodically review the Terms to familiarise yourself with any material changes. Your continued use of the Website after the effective date of any amendments shall constitute your binding acceptance of such amendments. If you do not agree with any amendments, please immediately cease using our Website.

## 11. Disclaimer of Warranties

THE WEBSITE IS PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY AND ITS OFFICERS EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR NON-INFRINGEMENT. THE COMPANY DOES NOT MAKE ANY WARRANTY THAT:

- (A) THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR IN ANY PARTICULAR LOCATION;
- (B) THE WEBSITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE;
- (C) ANY ERRORS OR DEFECTS WILL BE RECTIFIED;
- (D) THE WEBSITE WILL MEET YOUR REQUIREMENTS;
- (E) THE WEBSITE WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES AND OTHER HARMFUL CODE.

THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY ERRORS, OMISSION, INTERRUPTION, DELAY IN TRANSMISSION, NETWORK FAILURE, OR UNAUTHORISED ACCESS TO, DELETION OR MODIFICATION OF YOUR USER DATA HELD BY THE COMPANY. THE COMPANY DOES NOT OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS REGARDING ANY CONTENT/INFORMATION AVAILABLE ON THE WEBSITE. THE COMPANY DOES NOT OFFER ANY GUARANTEE OR MAKE ANY PROMISES REGARDING ANY SPECIFIC RESULTS FROM THE USE OF THE WEBSITE OR CONTENT. IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, RESULTING FROM THE USE OF THE WEBSITE, ANY CONTENT ON THE WEBSITE OR ANY USER INTERACTION/CONDUCT, WHETHER ONLINE OR OFFLINE.

YOUR DECISION TO USE THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 12. Limitation of Liability

IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY NATURE, INCLUDING LOSS OF SAVINGS, COSTS OF ACQUIRING SUBSTITUTE PRODUCT OR OTHER COSTS, ARISING OUT OF OR ASSOCIATED WITH THE USE OF THE WEBSITE, ANY CONTENT AVAILABLE ON THE WEBSITE OR ANY PRODUCTS PURCHASED FOLLOWING THE LINK MADE AVAILABLE ON THE WEBSITE, EVEN IF THE COMPANY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 13. Governing Law

Both parties agree that this Agreement will be governed by, and construed in accordance with the laws of Malta, without any regard to any conflict of laws principles. Any claim, lawsuit or dispute arising from these terms and conditions shall be subject to the exclusive jurisdiction of the competent Maltese Courts.

## 14. Entire Agreement

These Terms, including the Privacy Policy that is incorporated herein by reference, constitutes the entire understanding between you and the Company.

## 15. Severability

In the event any provision of this Agreement or part thereof is held to be unlawful, void, or otherwise unenforceable, then such provision will be limited or eliminated from this Agreement only to the extent necessary, and it shall not affect the validity and enforceability of any remaining provisions.

## 16. Force Majeure

The Company shall not be liable for the failure to perform any of its obligations if such failure is a result of any Acts of God or other force majeure events such as war, invasion, an act of foreign enemies, hostilities (regardless of whether war is declared), epidemic, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.